IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

THURSDAY, THE 28TH SEPTEMBER 2006 / 6TH ASWINA 1928

OP.No. 26027 of 2000(W)

PETITIONER:

S.PARAMESWARAN NAIR, AGED 60 YEARS,
SETHU BHAVAN,T.C.41/2256, MANACAUD,
THIRUVANANTHAPURAM.

BY ADV. SRI.K.S.HARIHARAPUTHRAN
SRI.P.J.JOSEPH
SRI.GEORGE MATHEW

RESPONDENTS:

1.STATE OF KERALA, REP. BY THE CHIEF SECRETARY,
TRIVANDRUM.

2.DISTRICT COLLECTOR, TRIVANDRUM.

3.TAHASILDAR, TRIVANDRUM.

4.VILLAGE OFFICER, THYCAUD, TRIVANDRUM.

BY GOVERNMENT PLEADER SRI.P.A.SALIM

THIS ORIGINAL PETITION HAVING BEEN FINALLY HEARD ON 27/09/2006, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ORDERS ON C.M.P.NO.43844/2000 AND I.A.NO.9244 OF 2005 IN O.P.NO.26027 OF 2000.

DISMISSED.

28.9.2006

SD/-
C.N.RAMACHANDRAN NAIR,JUDGE

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1: COPY OF THE RECEIPT NO.3, DATED 1.4.1997, ISSUED TO THE PETITIONER, BY THE VILLAGE OFFICER, THYCAUD.

EXT.P2: COPY OF THE R.R.DEMAND NOTICE ISSUED ON 23.3.2000.

/TRUE COPY/

P.A. TO JUDGE

C.N.RAMACHANDRAN NAIR, J.

O.P. NO. 26027 OF 2000 W

Dated this the 28th day of September, 2006

J U D G M E N T

The petitioner is challenging revenue recovery proceedings for recovery of arrears of lease rent payable to the Government in respect of 630 sq.links of land in Thampanoor at Trivandrum.

2. Petitioner has purchased the leasehold rights from another person and continued to remit the arrears upto 1997. Further the lease itself expired in 1994 and petitioner did not apply for renewal of lease. In 1995, the lease rentals in respect of commercial property was increased to 20% of the market value. Since the leased land occupied by the petitioner is in the commercial centre in Thampanoor at Trivandrum, which is commercially very important, lease rent fixed is by taking the market value at Rs.2,00,000/- per cent. This was done in 1994. Petitioner has not cared to remit the amount or apply for renewal of lease. Eventhough an application is said to have been submitted for renewal of lease, since the arrears have to be cleared before renewal of lease, said application is not considered. The challenge raised in the O.P is on the ground that

petitioner was not given opportunity before increasing the lease rental and that market value fixed is too high. I do not think any of these contentions raised by the petitioner is tenable. In the first place the petitioner did not apply for getting the lease renewed. Therefore respondents were entitled to get the petitioner evicted under the Land Conservancy Act and Rules. So far as fixation of lease rentals is concerned, the rate was increased to 20% of the market value in 1995 which was reduced to 10% under SRO 500/04 dated 14/05/2004. Even under the renewed norms, lessee has to pay 10% of the market value of the land used for commercial purposes towards annual rent which means in every 10 years equal amount of the value of the land would be paid towards rentals. If petitioner is entitled for assignment of the land on account of the long term lease held by him, I feel an application for assignment should be considered, if he files such an application. Petitioner has to pay rentals in terms of the lease and if failure continues, respondents are free to recover possession of the property after cancelling the lease. The lease rent of 20% of the market value is certainly exhorbitant and petitioner is justified in the challenge raised against it. However,

since the rate of lease rentals is reduced in 2004 to 10%, I do not find any justification to interfere with the rate of lease rentals fixed in 1995. However, I feel market value fixed at Rs.2,00,000/- per cent in 1995 is on the high side particularly because the land in question is less than 1 cent. The market value per cent from 1995 to till date is refixed at Rs.1,00,000/- and I direct the respondents to recover arrears till date accordingly. However, for the purpose of future lease rentals, respondents are free to refix the market value and raise fresh demand from October 2006 onwards. The petitioner shall pay the revised rates thereafter. Petitioner is given one month time from receipt of this judgment to clear the arrears and apply for renewal of lease, failing which respondents are free to repossess the property after cancelling the lease.

O.P. is disposed of as above.

C.N.RAMACHANDRAN NAIR,
JUDGE

Rp